

15cv5520
JUDGE THARP
MAG. JUDGE COLE

UNITED STATES DISTRICT COURT
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

FILED

JUN 22 2015

THOMAS G. BRUTON
CLERK, U.S. DISTRICT COURT

EDWIN GARCIA
Plaintiff

-v-

NATIONSTAR MORTGAGE LLC
Defendant

CIVIL NO

DEMAND FOR JURY TRIAL

COMPLAINT

Plaintiff, EDWIN GARCIA, individually, hereby sues Defendant, NATIONSTAR MORTGAGE LLC for violations of the Telephone Consumer Protection Act (TCPA) Sec. 227., 47 USC § 227(b)(1), 47 USC § 227(a) (iii). For violations of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 and The Illinois Collection Agency Act ("ICAA") § 227 ILCS 425/9 (15)(a), 425/9(15d), 425/9.2(a)(al), 425/9.3(a)(b)(c) and for the violation of the Truth in Lending Act (TILA) SEC. 404. NOTIFICATION OF SALE OR TRANSFER OF MORTGAGE LOANS. (a) IN GENERAL. Section 131 of the Truth in Lending Act (15 USC 1641) and PRIVATE RIGHT OF ACTION Section 130(a) of the Truth in Lending Act (15 USC 1640(a))

PRELIMINARY STATEMENT

1. This is an action for actual, statutory, treble and punitive damages, declaratory and injunctive relief, cost ,and attorney's fees brought by Plaintiff against Defendant for violations of the Telephone Consumer Protection Act (TCPA) Sec. 227., 47 USC § 227(b)(1), 47 USC § 227(a) (iii).and the Fair Debt Collection Practices Act,15 U.S.C. 1681,(FDCPA).The Fair Credit Reporting Act,15 U.S.C. 1681s-2(b), (FCRA) and The Illinois Collections Agency Act ("ICAA") 227 ILCS 425/9 (15) (a).425/9 (15d),425/9.2(a)(al),425/9.3(a)(b)(c).and the Truth in Lending Act(15 U.S.C. 1641(a) section 130(a) (TILA) SEC. 404.

2. Upon belief and information, Plaintiff contends that many of these practices are widespread from the Defendants; Plaintiff intends to propound discovery to Defendant identifying these other individuals who have suffered similar violations.

3. Plaintiff contends that the Collection Company Defendant have violated such laws by repeatedly harassing Plaintiff in attempts to collect alleged but nonexistent debt.

JURISDICTION AND VENUE

4. Jurisdiction of this Court arises under 15 U.S.C. §1681p, 47 U.S.C. §227(b)(3), 15 U.S.C. §1692k(d), TCPA Sec 227, 47 USC 227(b)(1) 47USC 227(a) (iii) and 15 USC 1692(k)(d)(FDCPA) and 15 USC 1681s-2(b) p (FCRA) and 47USC 227(b)(3)(TCPA) and 28 USC 1331 and (FCRA) Fair Credit reporting Act, 15 USC 1681 s-2 (b)1 and Truth in Lending Act (TILA) SEC 404. Section 131 (15 U.S.C. 1641) section 130(a) of the truth in lending Act (15 USC 1640(a) supplemental jurisdiction exists for the state law claims pursuant to 28 U.S.C. §1367. 1331, 1337.

5. Venue is proper pursuant to 28 U.S.C. §1391b. Venue in this District is proper in that the Plaintiff resides here, the Defendant transacts business here, and the conduct complained of occurred here.

6. This is an action for damages which exceed \$25,000.00.

PARTIES

7. Plaintiff, EDWIN GARCIA is a natural person and is a resident of the State of ILLINOIS

8. Upon information and belief Defendant, NATIONSTAR MORTGAGE, LLC is a foreign corporation, authorized to do business in ILLINOIS.

9. Upon information and belief Defendant, NATIONSTAR MORTGAGE LLC is a Texas Corporation, authorized to do business in ILLINOIS.

STATEMENT OF FACTS

10. From MAY 5 thru MAY 26, 2015, NATIONSTAR MORTGAGE LLC violated the TCPA by leaving 2 recorded messages using automatic telephone dialing system or artificial or prerecorded voices on Plaintiffs cell phone.

11. From MAY 5 thru MAY 26, 2015 NATIONSTAR MORTGAGE LLC violated the TCPA by calling Plaintiff's cell phone 11 times with no prior permission given by Plaintiff.

On the following days you placed calls to my phone as follows:

1. May 5, 2015 866-316-2432 at 9:23am Asking for payment
2. May 9, 2015 866-316-2432 at 3:36pm Asking for payment
3. May 11, 2015 866-316-2432 at 9:34am Asking for payment
4. May 12, 2015 866-316-2432 at 9:15am Asking for payment
5. May 13, 2015 866-316-2432 at 7:06 pm Asking for payment
6. May 14, 2015 866-316-2432 at 10:33am Asking for payment
7. May 14, 2015 866-316-2432 at 7:28pm Asking for payment
8. May 20, 2015 866-316-2432 at 5:29 pm Asking for payment
9. May 21, 2015 866-316-2432 at 10:07 pm asking for payment
10. May 21, 2015 866-316-2432 at 12:04pm Asking for payment
11. May 26, 2015 888-811-5279 at 2:38pm Asking for payment

12. On MAY 26, 2015 NATIONSTAR MORTGAGE LLC, violated the TCPA by leaving recorded messages on Plaintiffs cell phone without express permission.

COUNT I VIOLATIONS OF THE TELEPHONE COMMUNICATIONS ACT 47 U.S.C. §227

13. Plaintiff alleges and incorporates the information in paragraphs 1 through 13.

14. Defendant NATIONSTAR MORTGAGE LLC has demonstrated willful or knowing

non-compliance with 47 U.S.C. §227(b)(1)(A) by using an automatic telephone dialing system to call the Plaintiff's number, which is assigned to a cellular telephone service.

1. May 5, 2015 866-316-2432 at 9:23am Asking for payment
2. May 9, 2015 866-316-2432 at 3:36pm Asking for payment
3. May 11, 2015 866-316-2432 at 9:34am Asking for payment
4. May 12, 2015 866-316-2432 at 9:15am Asking for payment
5. May 13, 2015 866-316-2432 at 7:06 pm Asking for payment
6. May 14, 2015 866-316-2432 at 10:33am Asking for payment
7. May 14, 2015 866-316-2432 at 7:28pm Asking for payment
8. May 20, 2015 866-316-2432 at 5:29 pm Asking for payment
9. May 21, 2015 866-316-2432 at 10:07 pm asking for payment
10. May 21, 2015 866-316-2432 at 12:04pm Asking for payment
11. May 26, 2015 888-811-5279 at 2:38pm Asking for payment

15. Defendant NATIONSTAR MORTGAGE LLC, has committed 11 separate violations of 47 U.S.C. §227(b)(1)(A) and Plaintiff is entitled to damages of \$1500 per violation pursuant to 47 U.S.C. §227(b)(3)(B).

16. Defendant NATIONSTAR MORTGAGE LLC, has demonstrated willful or knowing non-compliance with 47 U.S.C. §227(b)(1)(A) The last 11 calls are subject to treble damages pursuant to 47 U.S.C. §227(b)(3) as they were intentional. Plaintiff spoke with NATIONSTAR MORTGAGE LLC twice after sending and receiving the Intent to Sue Letter and NATIONSTAR MORTGAGE LLC continued to harass the Plaintiff and that the calls would continue. Since then NATIONSTAR MORTGAGE LLC refuses and continues to violate 47 U.S.C. An unintentional call carries a damage amount of \$500; an intentional call carries a damage amount of \$1,500 per violation.

17. Defendant NATIONSTAR MORTGAGE LLC has demonstrated willful or knowing non-compliance with 47 U.S.C. §227(b)(1)(A) by calling the Plaintiff's number, which is assigned to a cellular telephone service. The Plaintiff has never given NATIONSTAR MORTGAGE LLC permission to call Plaintiff's cell phone. Plaintiff is entitled to damages of

\$1500 per violation pursuant to 47 U.S.C. §227(b)(3)(B). Plaintiff and NATIONSTAR MORTGAGE LLC do not have an established business relationship within the meaning of 47 U.S.C. §227.

18. Defendant NATIONSTAR MORTGAGE LLC has demonstrated willful or knowing non-compliance with 47 U.S.C. §227(b)(1)(A) by continuing to call Plaintiff 11 times after receiving the intent to sue letter and after hearing the recordings with total disregard and in violation of 47 U.S.C. §227.

WHEREFORE, Plaintiff demands judgment for damages against NATIONSTAR MORTGAGE LLC for actual or statutory damages, and punitive damages, attorney's fees and costs.

COUNT II
VIOLATION OF FAIR DEBT COLLECTION PRACTICES ACT (FDCPA), 15 U.S.C. §1692 BY DEFENDANTS NATIONSTAR MORTGAGE LLC

19. Plaintiff alleges and incorporates the information in paragraphs 1 through 18.

20. NATIONSTAR MORTGAGE LLC placed no less than 11 telephone calls to the Plaintiff's cellular telephone after receipt of Plaintiff's letter to cease and desist. Defendant knew or should have known that the phone calls made were inconvenient to the consumer. Such communications are prohibited by 15 U.S.C. § 1692c(a)(1). Defendant demands \$1000.

21. NATIONSTAR MORTGAGE LLC placed no less than 11 telephone calls to the Plaintiff's cellular telephone after receiving written notice from the Plaintiff to cease communications. Pursuant to 15 U.S.C. § 1692c(c), if such notice from the consumer is made by mail, notification shall be complete upon receipt. This clearly demonstrates willful violation of U.S.C. §1692c. Defendant demands \$1000.

22. Defendants NATIONSTAR MORTGEG LLC continued collection activity after receiving notice of dispute, and failed to provide written validation of debt before resuming collection activities, in violation of 15 U.S.C. §1692g(b). Defendant demands \$2000.

23. Defendants NATIONSTAR MORTGAGE LLC violated §1692e (10) by the use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. Plaintiff demands judgment in the amount of \$1000.

WHEREFORE, Plaintiff demands judgment for damages against NATIONSTAR MORTGEGE LLC, for actual or statutory damages, and punitive damages, attorney's fees and costs.

**ILLINOIS
COUNT III
VIOLATION OF ILLINOIS CONSUMER COLLECTION PRACTICES ACT (ICAA),
§227 425/9 NEGLIGENT NON-COMPLIANCE BY DEFENDANT NATIONSTAR
MORTGAGE LLC**

24. Plaintiff alleges and incorporates the information in paragraphs 1 through 23.

25. Plaintiff is a consumer within the meaning of ICAA §227.

26. NATIONSTAR MORTGAGE LLC are debt collectors within the meaning of ICAA §227 425/9.

27. NATIONSTAR MORTGAGE LLC violated §227 425/9 by willfully communicating with Plaintiff with such frequency as could reasonably be expected to harass Plaintiff.

28. NATIONSTAR MORTGAGE LLC violated ICAA §227 425/9 by willfully communicating with Plaintiff with such frequency as could reasonably be expected to harass Plaintiff. Defendant demands \$1000.

29. NATIONSTAR MORTGAGE LLC violated ICAA§227 425/9 by claiming, attempting or threatening to enforce a debt when such persons knew that the debt was not legitimate. Defendant demands \$1000.

30. NATIONSTAR MORTGAGE LLC violated ICAA§227 425/9 by refusing to provide adequate identification of herself or himself or her or his employer or other entity whom she or he represents when requested to do so by a debtor from whom she or he is collecting or attempting to collect a consumer debt. Defendant demands \$1000.

**COUNT IV
VIOLATION OF REAL ESTATE SETTLEMENT
PROCEDURES ACT (RESPA), 12 USC §2605
BY DEFENDANT NATIONSTAR MORTGAGE**

- I. Plaintiff is a consumer within the meaning of the RESPA.
- II. Defendant Nationstar Mortgage are servicers of a federally related mortgage loan within the meaning of the Real Estate Settlement Procedures Act (RESPA), 12 USC §2605.
- III. Plaintiff's written requests for more information about his account and correction of Defendants' numerous errors were "qualified written requests" within the meaning of RESPA.
- IV. Nationstar Mortgage deliberately failed to respond in a proper and timely way to Plaintiff's "qualified written requests" for information about, and corrections to, his mortgage account, in violation of 12 USC §2605(e).

WHEREFORE, Plaintiff demands judgment against Nationstar Mortgage for an improper accounting and application of his mortgage payments and for actual, statutory, treble and/or punitive damages, and attorney's fees and costs, along with any further relief as the court deems just and proper, pursuant to 12 USC §2605.

**COUNT V
VIOLATION OF TRUTH IN LENDING ACT (TILA) AND THE HELPING
FAMILIES SAVE THEIR HOMES ACT OF 2009
NEGLIGENT NON-COMPLIANCE BY DEFENDANT
NATIONSTAR MORTGAGE**

- I. The Defendant, Nationstar, is in violation of section 404 of the Truth in Lending Act – section 131 (15USC 1641).
- II. The Helping Families Save Their Homes Act of 2009 was signed into law by the President and this amendment was violated by Nationstar Mortgage.
- III. These are the provisions that were not met by the Defendant from the Notice of New Creditor to the Provision D Section as follows, the location of the place where transfer of ownership of the debt is recorded. This provision has been violated by Nationstar Mortgage and the Plaintiff seeks full accountability with the right to Private Right of Action – section 130(a) of the Truth in Lending Act(15 USC 1640(a)).
- IV. Buried in The Helping Families Save Their Homes Act of 2009, which the President signed into law in 2009, is an amendment to the Truth in Lending Act (TILA) that calls for a notice to the consumer when a ‘mortgage loan’ is transferred or assigned. The provision appears to be effective immediately, and violations are subject to TILA liability. The text of the provision follows:

SEC. 404. NOTIFICATION OF SALE OR TRANSFER OF MORTGAGE LOANS.

(a) IN GENERAL. – Section 131 of the Truth in Lending Act (15 USC 1641) is amended by adding at the end the following:

NOTICE OF NEW CREDITOR. – “(1) IN GENERAL. – In addition to other disclosures required by this title, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including –

- (A) the identity, address, telephone number of the new creditor;
- (B) the date of transfer;
- (C) how to reach an agent or party having authority to act on behalf of the new creditor;
- (D) the location of the place where transfer of ownership of the debt is recorded; and
- (E) any other relevant information regarding the new creditor.

(2) DEFINITION. – As used in this subsection, the term ‘mortgage loan’ means any consumer credit transaction that is secured by the principal dwelling of a consumer.”

(b) PRIVATE RIGHT OF ACTION. – Section 130(a) of the Truth in Lending Act (15 USC 1640(a)) is amended by inserting “subsection (f) or (g) of section 131,” after “section 125.”

COUNT VI
VIOLATION OF THE FAIR DEBT COLLECTION PRACTICES ACT
(FDCPA), 15 USC §1692
WILLFUL NON-COMPLIANCE BY DEFENDANT NATIONSTAR MORTGAGE

- I. Plaintiff is a consumer with the meaning of the FDCPA, 15 USC §1692a(3).
- II. Defendant Nationstar Mortgage is a debt collector within the meaning of the FDCPA, 15 USC §1692a(6).

WHEREFORE, Plaintiff demands judgment for damages against Nationstar Mortgage LLC for actual and statutory damages, and punitive damages, attorney’s fees and costs, pursuant to 15 USC §1681n.

COUNT VII
VIOLATION OF THE FAIR CREDIT REPORTING ACT
(FCRA), 15 USC §1681s-2(b)
WILLFUL NON-COMPLIANCE BY DEFENDANT
NATIONSTAR MORTGAGE

- I. Plaintiff is a consumer within the meaning of the FCRA, 15 USC §1681a(c).
- II. Defendant Nationstar Mortgage willfully violated the FCRA. Defendant’s violations include, but are not limited to, the following:
 - a. Defendant Nationstar negligent violated 15 USC §1681b(f) by obtaining Plaintiff’s consumer report without a permissible purpose as defined by 15 USC §1681b.1681 s-s(2)Nationstar Mortgage is a credit furnisher governed by the FCRA,15U.S.C. 1681 s-2(b)
- III. Defendant Nationstar Mortgage pulled Plaintiff’s credit report, from TransUnion Credit Bureau but not limited to the following:
 - a. 3/4/15

WHEREFORE, Plaintiff demands judgment for damages against Nationstar Mortgage for actual damages, attorney’s fees and costs, pursuant to 15 USC §1681n.1681 S-2(b)

WHEREFORE, Plaintiff demands judgment for damages against NATIONSTAR MORTGEGE LLC for actual or statutory damages, and punitive damages, attorney's fees and costs,

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury of all issues so triable as a matter of law.

Respectfully submitted this 22nd of June, 2015



EDWIN GARCIA
5179 ELMWOOD ROAD
OAK FOREST, IL 60452
edwingarcia1981@yahoo.com
Phone # 773-297-6519

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

AFFIDAVIT

STATE OF: ILLINOIS

COUNTY OF: COOK

BEFORE ME personally appeared EDWIN GARCIA, Plaintiff, who being by me first duly sworn and identified in accordance with Illinois law, deposes and says:

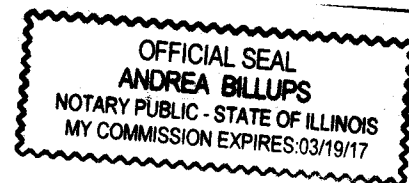
1. My name is Edwin Garcia, Plaintiff, herein.
2. I have read and understood the attached foregoing complaint filed herein, and each fact alleged therein is true and correct of my own personal knowledge.

FURTHER THE AFFIANT SAYETH NAUGHT.



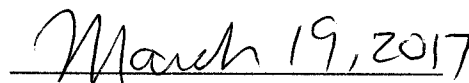
Edwin Garcia, Affiant

SWORN TO and subscribed before me this 12th day of June, 2015.





Notary Public



My commission expires:

EXHIBIT A

**EDWIN GARCIA
5179 ELMWOOD RD
OAK FOREST, IL 60452**

**NATIONSTAR
350 HIGHLAND DR
LEWISVILLE, TX 75067**

Date: 06/14/13

**SENT VIA CERTIFIED MAIL# 7012 2920 0000 8115 3513
RETURN RECEIPTS REQUESTED**

**Ref Account No. 0608275830
AMOUNT: \$185,174.01**

To Whom It May Concern:

This letter is being sent to you in response to a notice sent to me on MAY 31, 2013. Be advised that pursuant to the Fair Debt Collections Practices Act, 15 USC 1692g Sec. 809 (b) your claim is disputed and validation is requested.

I respectfully request that your office provide me with evidence that I have legal obligation to pay this alleged debt.

Please provide me with the following:

- 1. What the money you say I owe is for;**
- 2. Explain and show me how you calculated what you say I owe;**
- 3. Provide me with copies of any papers that show I agreed to pay what you say I owe;**
- 4. Identify the original creditor;**
- 5. Show me that you are licensed to collect in my state;**
- 6. Provide me with your license numbers and Registered Agent;**

I am also requesting that no telephone contact be made by your office to my home, cell phone, or to my place of employment. If your office attempts telephone communication with me, including but not limited to computer generated calls and calls or correspondence sent to or with any third parties, it will be considered harassment and I shall seek legal remedy. All future communications with me MUST be done in writing and sent to the address noted in this letter by USPS.

Respectfully Submitted,

Edwin Garcia 

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>NATION STAR 350 Highland DR LEWISVILLE TX 75067</p>		<p>A. Signature</p> <p>X Nationstar Mail Room</p> <p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>Date: JUN 17 2013</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7012 2920 0000 8115 3513</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	

ent Options Available

PS Form 3811, February 2004

Domestic Return Receipt

275830

102595-02-M-154Q

NAME: EDWIN GARCIA

Address 5179 ELMWOOD ROAD OAK FOREST, IL 60452

VIA Certified Mail# 7014 0510 0002 1745 1699

NATIONSTAR MORTGAGE

P.O. Box 630348

IRVING TX 75063

Attn: Mortgage loan accounting department

RE LOAN # 0608275830

Dear Sir or Madam,

NATIONSTAR MORTGAGE is the servicer of our mortgage loan at the above address. We dispute the amount that is owned according to the Monthly Billing Statement and request that you send us information about the fees, costs, and escrow accounting on our loan. This is a Qualified Written Request, pursuant to Real Estate Settlement and Procedures Act section (2605(e)).

Specifically, we are requesting the itemization of the following:

1. a complete payment history that can be easily read and understood including, but not limited to, the dates and amounts of all the payments made on the loan to date;
2. a breakdown of the amount of claimed arrears of delinquencies;
3. an explanation of what you mean by assignment, sale, or transfer. Which one is it? Please include a copy of any all assignments, proof of sale, proof of transfer and to whom.
4. the payment dates, purpose of payment and recipient of all escrow items charged to our account since the loans inception.
5. a breakdown of the current escrow charges showing how it is to be calculated and reasons for any increase within the last 24 months; and
6. a copy of any annual escrow statements and notices of shortage, deficiency or surplus, sent us within the life of the current loan.

In Order to avoid any misunderstanding, all communication shall henceforth be on the record, i.e. in writing and duly served. Please serve all communications and process directly to the mailing address provided below.

I am hereby requesting in writing that neither you, nor any agent on your behalf, call me at home or at work. Do not call me at my home number, or at my place of employment. Please give this information to the appropriate parties within your company so they may comply.

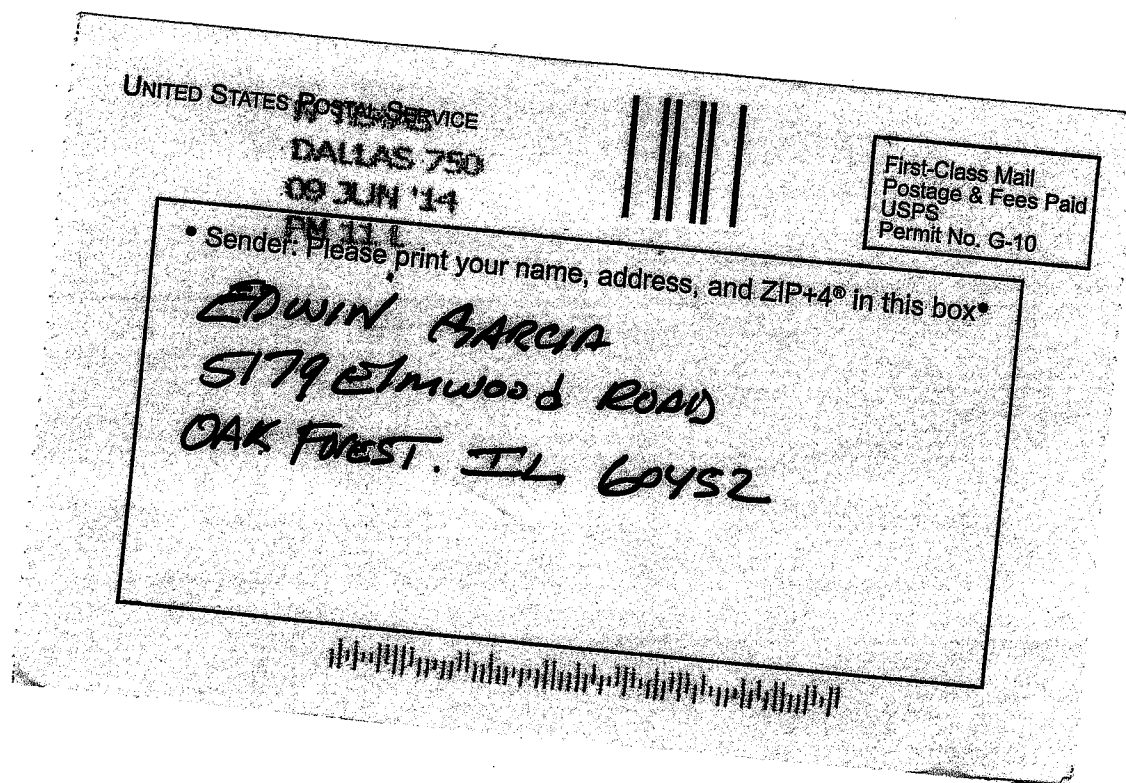
Thank you for taking to acknowledge and answer the request s required by Real Estate Settlement and Procedures Act section (2605(e)).

Very truly yours,

EDWIN GARCIA



SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p> <p>1. Article Addressed to:</p> <p>Nation's Star Moorpark P.O. BOX 630348 IRVING TX 75063.</p>		<p>A. Signature</p> <p>X <i>Charles Gordon</i> <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) Charles Gordon 9. Date of Delivery 6-9-14</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™ <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>	
<p>PS Form 3811, July 2013</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p> <p>7014 0510 0002 1745 1699</p> <p>Domestic Return Receipt</p>	



English Customer Service USPS Mobile

Register / Sign In



USPS Tracking™



Customer Service ›
Have questions? We're here to help.



Get Easy Tracking Updates ›
Sign up for My USPS.

Tracking Number: 70140510000217451699

Updated Delivery Day: Tuesday, June 10, 2014

Product & Tracking Information

Postal Product:
First-Class Mail®

Features:
Certified Mail™

Return Receipt

DATE & TIME

June 9, 2014, 11:38 am

STATUS OF ITEM

Delivered

LOCATION

IRVING, TX 75063

Your item was delivered at 11:38 am on June 9, 2014 in IRVING, TX 75063.

June 9, 2014, 11:20 am

Arrived at Unit

IRVING, TX 75063

June 8, 2014, 10:05 pm

Departed USPS Facility

COPPELL, TX 75099

June 7, 2014, 11:43 pm

Arrived at USPS Facility

COPPELL, TX 75099

June 6, 2014, 5:33 am

Departed USPS Facility

BEDFORD PARK, IL 60499

June 5, 2014, 8:20 pm

Arrived at USPS Facility

BEDFORD PARK, IL 60499

June 5, 2014, 9:45 am

Acceptance

OAK FOREST, IL 60452

Available Actions

Track Another Package

Tracking (or receipt) number

Track It

Manage Incoming Packages

Track all your packages from a dashboard.
No tracking numbers necessary.

Sign up for My USPS ›



HELPFUL LINKS

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Postal Inspectors
Inspector General
Postal Explorer
National Postal Museum
Resources for Developers

LEGAL INFORMATION

Privacy Policy
Terms of Use
FOIA
No FEAR Act EEO Data



July 22, 2013

Edwin Garcia
5179 Elmwood Street
Oak Forest, IL 60452

RE: Nationstar Reference Number: Garcia5830
Mortgagor: Edwin Garcia
Property Address: 5179 Elmwood Street, Oak Forest, IL 60452

Dear Edwin Garcia:

As we previously acknowledged, Nationstar Mortgage LLC (Nationstar) received the correspondence, dated June 14, 2013, regarding the mortgage loan account described above.

In this correspondence, you appear to seek certain information pursuant to the Fair Debt Collection Practices Act (FDCPA). Enclosed are copies of the following documents:

- Payment History

- The payment history reflects a complete payment history for the period of May 21, 2013, through the date of this letter. This payment history reflects:
 - When payments were received
 - How the payments were applied to the loan
 - Any disbursements made from the loan
 - A description for each transaction, with running balances of the unpaid principal and escrow accounts
 - The date fees and charges were assessed, if any
 - Any amounts paid towards fees
 - Any waivers/reversals of fees

Late fees are reported on the annual mortgage statement. If a payment was applied to the suspense account, it will be indicated in the code description column. Payments can be applied to the suspense account if the funds received do not represent the full monthly mortgage payment due, or if Nationstar is not informed of where the payment is to be applied.

- Billing Statement dated June 5, 2013

- The billing statement will reflect the current amount due on the loan; and, will also provide a breakdown of any fees assessed, including any lender paid expenses or corporate advance fees.

- Servicing Transfer Notice dated May 31, 2013

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.





- A Payoff Statement, good through August 18, 2013

Our records indicate Freddie Mac is the current owner of the Note. As requested, we have provided the address and phone number below:

Federal Home Loan Mortgage Corporation (Freddie Mac)
8200 Jones Branch Drive
McLean, VA 22102

(703) 918-8579

Please note that Nationstar is the servicer of the loan; and therefore, will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include but are not limited to the following:

- Payment assistance and modifications
- Payment posting
- Validation of the debt
- Foreclosure proceedings
- Payment adjustments

As such, please direct any correspondence related to these matters to Nationstar.

The owner of the mortgage note is the noteholder of the loan note. However, there are some circumstances where the owner has given temporary possession of the loan note to the Servicer. The owner does this in order to ensure that the servicer is able to perform the services and duties incident to the servicing of the mortgage loan, such as:

- Foreclosure actions
- Bankruptcy cases
- Other legal proceedings.

As of the date of this correspondence, the account is approximately 1 payment delinquent and contractually next due for the July 1, 2013 monthly installment. Should you have any questions or concerns regarding the account, or if you would like to discuss available payment assistance options, you may work directly with:

Single Point of Contact (SPOC) Information:

Name: Matthew Conner
Phone Number: 469.549.3227
Extension: 549.3227

After conducting an investigation, Nationstar is unable to locate the documents requested. This information is unavailable. However, we did review the account, and all transactions appear to be correct from our records review. If you think there is an error in the servicing of the account, please let us know so that we can investigate and resolve any potential servicing error.

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.





At Nationstar, our customers' business and total satisfaction are very important. Should you have any questions, please contact me directly; or, if you have general questions regarding the account, please contact:

Customer Service Department

Monday through Thursday, 8 a.m. to 8 p.m. CDT

Friday, 8 a.m. to 6 p.m. CDT

Toll Free Number: 1.888.480.2432

Sincerely,

Bre Isaac

Bre Isaac

Customer Relations Specialist

Nationstar Mortgage LLC

350 Highland Drive

Lewisville, TX 75067

phone: 972.894.1597

facsimile: 972.219.3029

e-mail: Bre.Isaac@nationstarmail.com

Enclosures # 4

By Cert Mail, tracking number 7013 1090 0000 1241 9848

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.



EXHIBIT B

November 3, 2014

Certified Mail #7014 1200 0001 6630 8061
Nationstar Mortgage
PO Box 630348
Irving, TX 75063
Account No. 0608275830
Ref No. NSM-08-14-71810

Federal Trade Commission
One Bowling Green, Ste 318
New York, NY 10004

Office of the Attorney General
Mortgage Fraud Division
Attn: Lisa Madigan
100 W. Randolph
Chicago, IL 60601

Illinois Department of Financial
Professional Regulation
Division of Banking
100 West Randolph 9th Floor
Chicago, IL 60601

Certified Mail #7014 1200 0001 6630 8078
Federal Home Loan Mortgage Corporation (Freddie Mac)
8200 Jones Branch Drive
McLean, VA 22102

RE: NOTICE OF VALIDATION OF ALLEGED DEBT
EDWIN GARCIA
5179 ELMWOOD ROAD
OAK FOREST, IL 60452
ACCOUNT NO. 0608275830

Dear HAROLD LEWIS, PRESIDENT of NATIONSTAR MORTGAGE,

I have enclosed a copy of your correspondence dated August 19, 2014.
This request is **TITLE NOTICE OF VALIDATION OF ALLEGED DEBT**. I respectfully request that you validate my request under the penalty under oath, affirmation with the following statement: "under the penalty of perjury".

Under the **Fair Debt Collections Practices Act**, it mandates in FDCPA section 809(b), 15 USC 1692g, if the consumer notifies the debt collector in writing within the thirty-day period described in subsection (a) that the debt, or any portion thereof, is disputed, or that the consumer requests the name and address of the original creditor, and debt collector shall **CEASE AND DESIST** collection of the debt, or any disputed portion thereof, UNTIL the debt collector obtains **VALIDATION OF THE DEBT**.

In *Spears vs. Brennan*, the collector cannot get a judgment until the debt is validated.
This letter is being sent to you in response to a Notice received October 10, 2014.
Please be advised that, pursuant to the **Fair Debt Collection Practices Act, 15 USC 1692g sec. 809(b)** that your claim IS DISPUTED and VALIDATION is requested.

This letter request VALIDATION of the alleged debt accompanied by an Affidavit from the Alleged Lender.

Please provide the following:

1. Copy of the original alleged note accompanied by an AFFIDAVIT from the alleged Lender.
2. Identify to what the alleged debt pertains.
3. Provide details how the alleged debt was calculated.
- (Filed v. Wilber Law Firm, Donald L. Wilber and Kenneth Wilber, USCA-02-C-0072, 7th Circuit Court, September 2004.**
4. Provide Regulation Z , and Notice of Right to Cancel (Truth in Lending Act)
5. Provide copies of any papers that show that I agreed to pay the alleged debt
6. Identify the original creditor.
7. Provide the agreement between the creditor and your firm which authorizes you to collect funds (without a contract, your firm has no right to foreclosure)
8. Provide evidence that the Statute of Limitations has not expired on this account.
9. Provide evidence that you are licensed to collect in my state.
10. Provide your license numbers and Alleged Lender's Registered Agent.

Once I received the requested information, I will require at least (30) days to investigate this information. During such time, all collection activity must CEASE and DESIST.

If your offices have reported invalidated information to any of the three (3) major Credit Bureaus (Equifax, Experian, or TransUnion), this action might constitute fraud under both Federal and State Laws. If negative reporting is found on any of my credit reports by your company or the company that you represent, I will bring legal action against you, pursuant to the **Fair Credit Reporting Act**.

Also during this VALIDATION period, if ANY action is taken which could be considered detrimental, including negative reporting to credit bureaus which could be inaccurate or invalid, I will pursue legal action.

If your offices fail to respond to this VALIDATION REQUEST within 30 days from the date of , all references to this account must be deleted and completely removed from my credit file and a copy of such deletion request shall be sent to me immediately.

I also request that your office make no telephone calls to my home or place of employment. If your offices attempt telephone communication with me, including but not limited to computer generated calls and calls or correspondence sent to or with any third parties, it will be considered harassment and I will have to pursue legal action. All future communications **must** be done in writing and sent to the address noted in this letter by USPS or certified mail.

This is an attempt to validate the alleged debt and to correct records, and information obtained will be used for that purpose.

, I will send letters directly to Federal Trade Commission, the U.S. Attorney General Consumer Protection Office, Department of Housing and Urban Development (file under RESPA regulations), FDIC, Department of Banking and Finance and the Oregon Bar Registration Disciplinary Commission (for disregarding and failing to comply with Federal Code).

The Fair Debt Collection Practices Act, Section 15 809, gives everyone who may have a loan certain consumer rights, whether or not the loan servicing has transferred. The FDCPA is

intended for any DEBT COLLECTOR including MORTGAGES. If a borrower sends a "VALIDATION OF DEBT" letter to the present loan servicer, other alleged lender, or entity or company attempting to collect, all requested documentation must be provided to the borrower within 30 days of receipt of the request. During this 30 day period, the Lender or Servicer or Collector must suspend any and all collection activity (including FORECLOSURE OF THE PROPERTY) until the debt has been legally validated and VALIDATION has been received.

If any debt collector fails to comply with the "validation of debt notice" the borrower is entitled to an award of actual damages, statutory damages up to \$1000 (per count), cost and attorney's fees, 15 U.S.C. Sec. 1692k(a). **Class action relief is also available. 15 U.S.C. Sec 1692k(a)(B).**

Any debt collector who violates any provision of the FDCPA has a potential liability for the actual damages. A single violation is more than sufficient to support judgment for the borrower/consumer. See: *Cacace v. Lucas*, 775 F. Supp. 502, 505 (D. Conn. 1990); *Supan V. Medical Bureau of Economics, Inc.*, 785 F. Supp. 304, 305 (D. Conn. 1991). There can be actual damages which includes emotional stress, embarrassment, and humiliation caused by improper activities and conduct during their debt collection activities. The FDCPA allows recovery of Statutory damages limited to 1% of the debt collector's net worth or \$500,000, whichever is less.

In summary, please respond to this request for VALIDATION of the Alleged Debt with an AFFIDAVIT and please provide answers to the 10 items addressed above.

Respectfully Submitted,

Edwin Garcia



11/03/2018

EXHIBIT A



August 19, 2014

Edwin Garcia
5179 Elmwood Street
Oak Forest, IL 60452

RE: Nationstar Reference Number – NSM-08-14-71810
Mortgagor – Edwin Garcia
Property Address – 5179 Elmwood Street, Oak Forest, IL 60452
Loan Number – 0608275830

Dear Edwin Garcia:

Nationstar Mortgage LLC (Nationstar) is in receipt of your correspondence, dated July 16, 2014, regarding the mortgage loan account described above. We appreciate you bringing this to our attention, as we take all matters such as this seriously.

Some information you have requested does not pertain directly to the servicing of the loan, does not identify any specific servicing errors, and/or is considered proprietary and confidential. Therefore, this information is considered outside the scope of information that must be provided. However, the information below and enclosed documents should address any of your relevant questions and requests. Enclosed, you will find the following documents:

- Note and Security Instrument
 - The Note and Security Instrument will validate the above-mentioned loan. These documents will explain our rights to:
 - Collect any remaining debt owed under the Note and Security Instrument
 - Assess fees and costs to the loan as necessary, including late fees if a payment is received after the specified grace period and legal fees if a loan is in default.
 - Inspect the property and charge applicable fees
 - Purchase lender placed insurance
 - Pay taxes on the mortgagor's behalf
- Payment History
 - The payment history reflects a complete history for the period Nationstar has serviced the loan. Late fees are assessed any time the contractual payment is received after the grace period, as indicated in the Note. Please note, late fees are not considered interest and are not reported to the IRS on IRS form 1098. If a payment was applied to the suspense account, it will be indicated in the code description column. Payments can be applied to the suspense account if the funds received do not represent the full monthly mortgage payment due or if Nationstar is not informed of where the payment is to be applied. Furthermore, this payment history reflects:

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only





- When payments were received
 - How the payments were applied to the loan
 - Any disbursements made from the loan, including, but not limited to, disbursements for taxes, insurance, property inspections, brokers price opinions (BPOs), and legal fees.
 - A description for each transaction, with running balances of the unpaid principal and escrow accounts
 - The date fees and charges were assessed, if any
 - Any amounts paid towards fees
 - Any waivers/reversals of fees
- Most Recent Billing Statement
 - The billing statement will reflect the current amount due on the loan and will also provide a breakdown of any fees assessed, including any lender paid expenses or corporate advance fees.
 - Notice of Servicing Transfer, also known as Welcome Letter
 - The Servicing Transfer Notice will detail the date and terms of the service transfer from the prior servicer to Nationstar. This document evidences Nationstar's right to service the loan.
 - Most Recent Escrow Analysis Statement
 - The Escrow Analysis will provide a detailed description of all disbursements made from the escrow account as well as any payments towards the escrow account for the prior year. It will also provide a breakdown of how the current escrow payment has been calculated, including any shortages that may exist.
 - Payoff Quote
 - The Payoff Quote will include the full amount necessary to pay the loan in full. You may have received a copy of the Payoff Quote under separate cover. This document is sent for informational purposes only and is no way a demand to pay the loan in full and will not result in any additional fees being assessed to the loan.

Furthermore, our records indicate Federal Home Loan Mortgage Corporation (Freddie Mac) is the current owner of the Note. As requested, we have provided the address and phone number below:

Freddie Mac
8200 Jones Branch Drive
McLean, VA 22102
1.800.373.3343

Please note that Nationstar is the servicer of the loan, and therefore will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include but are not limited to the following: payment assistance and modifications, payment posting, validation of the debt, foreclosure proceedings, and payment adjustments. As such, please direct any correspondence related to these matters to Nationstar.

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only





Additionally, the owner of the mortgage Note is the noteholder of the loan Note. However, there are some circumstances where the owner has given temporary possession of the loan note to the servicer. The owner does this in order to ensure that the servicer is able to perform the services and duties incident to the servicing of the mortgage loan, such as foreclosure actions, bankruptcy cases, and other legal proceedings.

Upon receipt of this correspondence, the above mentioned loan and related documents were reviewed and found to comply with all state and federal guidelines that regulate them. As such, the above-mentioned loan account will continue to be serviced appropriate to its status.

Furthermore, the payment history appears to be reported accurately to the main credit repositories. If you have documentation that substantiates that any of the information reported by Nationstar on the credit report is incorrect, please provide the detailed information for review. As of the date of this correspondence, the account is current and contractually due for the September 1, 2014. monthly installment.

At Nationstar, customer concerns are important to us. Should you have any questions, please contact me directly; or, if you have general questions regarding the account, please contact:

Customer Service Department

Monday through Thursday, 8 a.m. to 8 p.m. Central

Friday, 8 a.m. to 6 p.m. Central

Toll-free number: 1.888.480.2432

Sincerely,

Margaret Lewis
Customer Relations Specialist
Nationstar Mortgage
P.O. Box 630348
Irving, TX 75063
phone: 1.214.687.4319
facsimile: 1.214.222.6044
e-mail: Margaret.Lewis@nationstarmail.com

Enclosures 7
By Priority Mail

Nationstar is a debt collector. This is an attempt to collect a debt and any information obtained will be used for that purpose. However, if you are currently in bankruptcy or have received a discharge in bankruptcy, this communication is not an attempt to collect a debt from you personally to the extent that it is included in your bankruptcy or has been discharged, but is provided for informational purposes only



CONTACT INFORMATION

Customer Service: 1-888-480-2432
Monday - Thursday: 8 a.m. - 8 p.m. CT
Friday: 8 a.m. - 6 p.m. CT and Saturday: 8 a.m. - 2 p.m. CT
MyNationstar.com

Escrow Information Enclosed

0-692-05395-0008482-002-1-010-001-000-000



EDWIN GARCIA
5179 ELMWOOD RD
OAK FOREST IL 60452-4443



Statement Date: 10/10/2014
Loan Number: 0608275830
Payment Due Date: 11/01/2014
Amount Due: \$1,241.82
If payment is received on or after 11/18/14; \$30.53 late fee will be charged.

Property Address:
5179 ELMWOOD ST
OAK FOREST IL 60452

Account Information

Interest Bearing Principal Balance \$179,208.74
Non-Interest Bearing Principal Balance \$20,900.00
Interest Rate (Until 03/01/2015) 2.000%
Escrow Balance \$1,622.61
Prepayment Penalty*

*Nationstar Mortgage LLC will not assess a prepayment penalty at any time in the event you would like to pay part or all of your mortgage balance.

The Principal Balance does not represent the payoff amount of your account and is not to be used for payoff purposes.

Explanation of Amount Due

Principal \$311.85
Interest \$298.68
Escrow Amount (for Taxes & Insurance) \$631.29
Optional Products and Services \$0.00
Regular Monthly Payment \$1,241.82
Total Fees and Charges \$0.00
Overdue Payment(s) \$0.00
Total Amount Due \$1,241.82

Past Payment Breakdown

	Payments Rec'd since 09/12/2014	Paid Year to Date
Principal	\$311.33	\$3,396.27
Interest	\$298.20	\$3,319.56
Escrow (Taxes & Insurance)	\$631.29	\$6,944.19
Optional Insurance	\$0.00	\$0.00
Fees and Charges	\$0.00	\$0.00
Lender Paid Expenses	\$0.00	\$0.00
Partial Payment (Unapplied)**	\$98.76	\$197.52
Total	\$1,340.58	\$13,857.54

Transaction Activity (09/12/2014 to 10/10/2014)

Date	Description	Total	Principal	Interest	Escrow	Other
10/07/2014	Payment	\$1,340.58	\$311.33	\$298.20	\$631.29	\$98.76
09/16/2014	Disbursement-Escrow	\$144.63			\$144.63	

Important Messages

(See Reverse side for Additional Critical Notices.)

Partial Payments refer to a payment less than your full monthly mortgage loan payment due that was received on your account. These funds are applied to, and held in, a separate non-interest bearing suspense account until the remaining funds are received to make a full monthly mortgage loan payment. In order to apply these funds to your mortgage loan you are required to send us the additional funds sufficient to equal a full monthly mortgage loan payment. The Unapplied Funds balance represents the amount of your funds which are being held in a non-interest bearing suspense account as of the date of this statement.

If you do not wish to receive paper statements, simply log into your account at MyNationstar.com and after your selection to eCorrespondence. ECorrespondence offers convenient monthly email reminders, greater security - no lost email, and archived online access to view or download to your personal computer.

You can make your payment online at MyNationstar.com. There is no charge for this service if you schedule your payment within 9 days past your due date.

This is an attempt to collect a debt and any information obtained will be used for that purpose.
DETACH HERE AND RETURN WITH YOUR PAYMENT. PLEASE ALLOW A MINIMUM OF 7 TO 10 DAYS FOR POSTAL DELIVERY

ACCOUNT NUMBER

TOTAL AMOUNT DUE*

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X M. SANKOH <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Federal Home Loan Mortgage 8200 Jones Branch Dr. McLean, VA 22102</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>	
<p>2. Article Number (Transfer from service label)</p> <p>PS Form 3811, July 2013</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7014 1200 0001 6630 8078</p>		<p>Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature X Charles Goodson <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Nationstar Mortgage P.O. Box 630348 Irving, TX 75063</p>		<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery 11-2-14</p>	
<p>2. Article Number (Transfer from service label)</p> <p>PS Form 3811, July 2013</p>		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:</p>	
<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Priority Mail Express™</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> Collect on Delivery</p>		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>7014 1200 0001 6630 8061</p>		<p>Domestic Return Receipt</p>	

EXHIBIT C



November 21, 2013

Edwin Garcia
5179 Elmwood Street
Oak Forest, IL 60452

RE: Nationstar Reference Number – 27411-5800
Mortgagor – Edwin Garcia
Property Address – 5179 Elmwood Street, Oak Forest, IL 60452

Dear Edwin Garcia:

Nationstar Mortgage LLC (Nationstar) received your correspondence on November 18, 2013, regarding the mortgage loan account described above.

In this correspondence, you appear to seek certain information pursuant to the Fair Debt Collection Practices Act (FDCPA). Enclosed are copies of the following documents that you requested:

- Note and Security Instrument
 - The Note and Security Instrument will validate the above-mentioned loan. These include, but are not limited to the following:
 - Information concerning our right to assess fees and costs to the loan
 - Inspect the property
 - Purchase lender placed insurance
 - Pay taxes on the customer's behalf.
- Payment History
 - The Payment History reflects a complete history for the period of May 21, 2013, through the date of this letter. This Payment History reflects:
 - When payments were received
 - How the payments were applied to the loan
 - Any disbursements made from the loan
 - A description for each transaction, with running balances of the unpaid principal and escrow accounts
 - The date fees and charges were assessed, if any
 - Any amounts paid towards fees
 - Any waivers/reversals of fees

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.





Late fees are reported on the annual mortgage statement. If a payment was applied to the suspense account, it will be indicated in the code description column. Payments can be applied to the suspense account if the funds received do not represent the full monthly mortgage payment due, or if Nationstar is not informed of where the payment is to be applied.

- Prior Servicer Payment History
- Billing Statement dated November 12, 2013
 - The Billing Statement will reflect the current amount due on the loan; and, will also provide a breakdown of any fees assessed, including any lender paid expenses or corporate advance fees.
- HUD-1 Settlement Statement
 - The HUD-1 Settlement Statement provides an itemization of all charges imposed for the real estate transaction; including incoming, and outgoing, funds. Items indicating Paid Outside of Closing (POC) are fees associated with the transaction, but paid prior to closing.
- Servicing Transfer Notice from Prior Servicer dated May 1, 2013
- Servicing Transfer Notice from Nationstar dated May 31, 2013
- All available Escrow Analysis Statements
- A Payoff Statement, good through November 30, 2013
- Any available Brokers Price Opinions (BPOs)
- Any available correspondence

Our records indicate Federal Home Loan Mortgage Corporation (Freddie Mac) is the current owner of the Note. As requested, we have provided the address and phone number below:

Federal Home Loan Mortgage Corporation (Freddie Mac)
 8200 Jones Branch Drive
 McLean, VA 22102
 800.373.3343

Please note that Nationstar is the servicer of the loan; and therefore, will be responsible for responding to any concerns regarding the servicing of the loan. Servicing matters include but are not limited to the following:

- Payment assistance and modifications
- Payment posting
- Validation of the debt
- Foreclosure proceedings
- Payment adjustments

As such, please direct any correspondence related to these matters to Nationstar.

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.





The owner of the mortgage Note is the noteholder of the loan Note. However, there are some circumstances where the owner has given temporary possession of the loan note to the servicer. The owner does this in order to ensure that the servicer is able to perform the services and duties incident to the servicing of the mortgage loan, such as:

- Foreclosure actions
- Bankruptcy cases
- Other legal proceedings

Upon receipt of your correspondence, the above mentioned loan and related documents were reviewed and found to comply with all state and federal guidelines that regulate them. As such, the above-mentioned loan account will continue to be serviced appropriate to its status.

You have asked for information or documents regarding the origination of your mortgage loan, the transfer of ownership of your loan and the transfer of servicing rights to your loan. These requests are not related to the servicing of the loan and do not identify any specific error regarding the servicing of the loan. Accordingly, your request does not fall within the scope of information that must be provided.

You asked us to provide definitional dictionary, contact information for various servicers/sub-servicers, trustees, pooling and various servicing agreements, procedures, rules, and a copy of work out procedures, and prospectus. These documents and information are non-public and are confidential and/or proprietary. Accordingly, Nationstar declines to provide this information to you at this time and will not produce this information without a subpoena or other legally proper request.

At Nationstar, customer concerns are important to us. Should you have any questions, please contact me directly; or, if you have general questions regarding the account, please contact:

Customer Service Department

Monday through Thursday, 7 a.m. to 11 p.m. CDT

Friday, 7 a.m. to 7 p.m. CDT

Saturday, 8 a.m. to 6 p.m. CDT

Toll-free Number 1.877.698.9400

Sincerely,

Dawn McLaughlin
Customer Relations Specialist
Nationstar Mortgage LLC
350 Highland Drive
Lewisville, TX 75067
phone: 480.467.0488
e-mail: Dawn.McLaughlin@Nationstarmail.com

Enclosures 19
By FedEx 7972.1440.6790

This is an attempt to collect a debt and any information obtained will be used for that purpose. If this debt is in or has been discharged in a bankruptcy proceeding, be advised this communication is not an attempt to collect the debt against you. Please note, however, we reserve the right to exercise the legal rights only against the property securing the original obligation.



EXHIBIT D



Customer	Account Number	Bill Period	Bill Date
Edwin Garcia	152127837	May 03 - Jun 02	Jun 06, 2015

1 of 6

Hello!

Need more information? Visit sprint.com for a complete view of account activity and call detail.

Sprint is making changes to its policies. Please see the "Sprint News and Notices" box on page 2, the back of this page, for details.

(773) 297-6519

Previous Balance.....	\$107.12
May 15 Payment Check # 128.....	-\$108.00

New Charges.....	\$107.18
------------------	----------

Total Due by June 26 \$106.30

**You can contact Sprint
Customer Service**

On the Web:
www.sprint.com

By Phone:
1-888-211-4727

Use your Mobile free of charge:
Dial *2 to contact Customer Service
Dial *3 to make a one-time payment



#BWNKCTX
#0000 0152127837 B 2#
MANIFESTLINE-----
EDWIN GARCIA
5179 ELMWOOD RD
OAK FOREST, IL 60452-4443

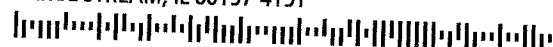
Detach and return this remittance form with your payment.
Make checks payable to Sprint in U.S. dollars. DO NOT SEND CASH.
Account Number 152127837

Amount Due by Jun 26**\$106.30****Amount Enclosed**

\$



PO BOX 4191
CAROL STREAM, IL 60197-4191



152127837 00000010718 000000000880 000000106303



Customer Account Number Bill Period Bill Date
Edwin Garcia 152127837 May 03- Jun 02 Jun 06, 2015

A3 of 29

Call details

(773) 297-6519 (Continued)

Voice Call Details

	Date	Time	Phone Number	Call Destination	Rate Type	Minutes Used	Total Charges
91	05/05	08:13 AM	312-961-7056	CHICAGO,IL	AU	2:00	
92	05/05	08:23 AM	224-409-5714	Incoming	AU	1:00	
93	05/05	09:20 AM	866-316-2432	Incoming	AU	6:00	
94	05/05	09:23 AM	773-302-1716	Incoming	CW/AU	1:00	
95	05/05	09:46 AM	708-953-7999	HARVEY,IL	AU	11:00	
96	05/05	09:57 AM	773-457-3098	Incoming	AU	2:00	
97	05/05	10:04 AM	708-600-3525	Incoming	AU	1:00	
98	05/05	10:09 AM	773-302-1716	CHICAGO,IL	AU	1:00	
99	05/05	10:10 AM	708-600-3525	LA GRANGE,IL	AU	5:00	
100	05/05	10:14 AM	312-448-3116	Incoming	CW/AU	1:00	
101	05/05	10:15 AM	312-448-3116	CHICAGO,IL	AU	2:00	
102	05/05	10:28 AM	205-413-3083	BIRMINGHAM,AL	AU	23:00	
103	05/05	11:08 AM	773-302-1716	CHICAGO,IL	AU	1:00	
104	05/05	11:14 AM	224-409-5714	ARLNGTNHTS,IL	AU	1:00	
105	05/05	11:37 AM	773-908-7282	Incoming	AU	1:00	
106	05/05	11:46 AM	815-341-7949	Incoming	AU	1:00	
107	05/05	12:07 PM	815-341-7949	JOLIET,IL	AU	1:00	
108	05/05	12:23 PM	773-908-7282	Incoming	AU	1:00	
109	05/05	12:55 PM	708-600-3525	Incoming	AU	3:00	
110	05/05	03:19 PM	205-413-3083	Incoming	AU	2:00	
111	05/05	04:12 PM	773-517-1419	Incoming	AU	1:00	
112	05/05	04:33 PM	773-727-1618	CHICAGO,IL	AU	3:00	
113	05/05	04:47 PM	773-517-1419	Incoming	AU	10:00	
114	05/05	04:57 PM	773-457-3098	Incoming	CW/AU	3:00	
115	05/05	05:00 PM	773-517-1419	CHICAGO,IL	AU	1:00	
116	05/05	05:01 PM	312-918-3931	CHICAGO,IL	AU	3:00	
117	05/05	06:12 PM	708-280-1846	Incoming	AU	2:00	
118	05/05	06:26 PM	708-953-7999	Incoming	AU	3:00	
119	05/05	06:35 PM	708-203-2820	Incoming	AU	4:00	
120	05/05	06:39 PM	708-203-2820	Incoming	AU	2:00	
121	05/05	08:23 PM	773-517-1419	CHICAGO,IL	AU	1:00	
122	05/05	08:24 PM	312-918-3931	CHICAGO,IL	AU	1:00	
123	05/05	08:46 PM	773-457-3098	Incoming	AU	1:00	
124	05/05	10:10 PM	773-302-1716	Incoming	NW/AU	32:00	
125	05/06	05:29 AM	773-302-1716	CHICAGO,IL	NW/AU	1:00	
126	05/06	08:06 AM	863-205-1301	BARTOW,FL	AU	1:00	
127	05/06	08:09 AM	708-238-9932	LA GRANGE,IL	AU	2:00	
128	05/06	08:27 AM	305-393-7562	KEYS,FL	AU	3:00	
129	05/06	08:55 AM	708-600-3525	Incoming	AU	21:00	
130	05/06	09:10 AM	773-517-1419	Incoming	CW/AU	1:00	
131	05/06	09:15 AM	708-299-5306	Incoming	CW/AU	1:00	
132	05/06	09:16 AM	708-600-3525	LA GRANGE,IL	AU	1:00	
133	05/06	09:22 AM	773-440-0651	CHICAGO,IL	AU	28:00	
134	05/06	09:53 AM	773-957-5107	CHICAGO,IL	AU	1:00	
135	05/06	10:02 AM	773-443-5574	CHICAGO,IL	AU	5:00	

NATION STAR - MORTGAGE

AU - Anytime/Plan Usage CW - Call Waiting NW - Night and Weekends



Customer	Account Number	Bill Period	Bill Date
Edwin Garcia	152127837	May 03- Jun 02	Jun 06, 2015

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Call details

(773) 297-6519 (Continued)

Voice Call Details

	Date	Time	Phone Number	Call Destination	Rate Type	Minutes Used	Total Charges
496	05/13	12:48 PM	813-299-0019	Incoming	AU	4:00	
497	05/13	12:51 PM	708-953-7999	Incoming	CW/AU	1:00	
498	05/13	12:52 PM	708-953-7999	HARVEY,IL	AU	1:00	
499	05/13	01:03 PM	708-600-3525	Incoming	AU	2:00	
500	05/13	01:40 PM	708-953-7999	HARVEY,IL	AU	2:00	
501	05/13	02:40 PM	773-302-1716	CHICAGO,IL	AU	1:00	
502	05/13	02:42 PM	708-953-7999	Incoming	AU	1:00	
503	05/13	03:08 PM	813-299-0019	Incoming	AU	1:00	
504	05/13	03:10 PM	773-517-1419	Incoming	AU	1:00	
505	05/13	03:47 PM	708-539-3860	Incoming	AU	1:00	
506	05/13	03:47 PM	773-456-3621	CHICAGO,IL	AU	1:00	
507	05/13	03:48 PM	708-539-3860	Incoming	CW/AU	1:00	
508	05/13	03:49 PM	773-456-3621	Incoming	AU	1:00	
509	05/13	04:07 PM	708-539-3860	CHICAGOHTS,IL	AU	1:00	
510	05/13	04:25 PM	312-388-5186	Incoming	AU	10:00	
511	05/13	04:35 PM	773-957-2445	CHICAGO,IL	AU	6:00	
512	05/13	04:41 PM	773-302-1716	CHICAGO,IL	AU	1:00	
513	05/13	05:05 PM	773-517-1419	CHICAGO,IL	AU	4:00	
514	05/13	05:09 PM	708-539-3860	CHICAGOHTS,IL	AU	1:00	
515	05/13	05:27 PM	407-947-9400	ORLANDO,FL	AU	2:00	
516	05/13	05:29 PM	708-539-3860	Incoming	CW/AU	1:00	
517	05/13	05:47 PM	407-922-6077	KISSIMMEE,FL	AU	1:00	
518	05/13	05:48 PM	407-922-6077	KISSIMMEE,FL	AU	2:00	
519	05/13	05:50 PM	407-947-9400	ORLANDO,FL	AU	4:00	
520	05/13	06:18 PM	407-947-9400	Incoming	AU	11:00	
521	05/13	07:06 PM	866-316-2432	Incoming	AU	1:00	
522	05/13	07:15 PM	312-918-3931	CHICAGO,IL	AU	2:00	
523	05/13	07:19 PM	773-302-1716	CHICAGO,IL	AU	1:00	
524	05/13	08:35 PM	312-918-3931	CHICAGO,IL	AU	2:00	
525	05/13	09:12 PM	708-574-4197	LA GRANGE,IL	NW/AU	1:00	
526	05/13	09:16 PM	708-277-3829	SUMMIT,IL	NW/AU	1:00	
527	05/13	09:36 PM	773-517-1419	Incoming	NW/AU	3:00	
528	05/13	09:39 PM	773-517-1419	Incoming	NW/AU	6:00	
529	05/13	09:47 PM	708-277-3829	Incoming	NW/AU	6:00	
530	05/13	10:15 PM	312-918-3931	CHICAGO,IL	NW/AU	1:00	
531	05/14	07:13 AM	708-277-3829	Incoming	AU	2:00	
532	05/14	07:18 AM	901-550-2929	MEMPHIS,TN	AU	1:00	
533	05/14	07:26 AM	312-918-3931	CHICAGO,IL	AU	1:00	
534	05/14	07:27 AM	773-507-5301	Incoming	AU	32:00	
535	05/14	07:35 AM	312-918-3931	Incoming	CW/AU	1:00	
536	05/14	08:41 AM	708-600-3525	LA GRANGE,IL	AU	11:00	
537	05/14	08:52 AM	847-583-4982	Incoming	CW/AU	8:00	
538	05/14	09:00 AM	901-550-2929	MEMPHIS,TN	AU	3:00	
539	05/14	09:03 AM	708-673-7219	Incoming	AU	9:00	
540	05/14	09:39 AM	708-953-7999	HARVEY,IL	AU	2:00	

NATIONSTAR MORTGAGE

AU - Anytime/Plan Usage CW - Call Waiting NW - Night and Weekends



Customer Account Number Bill Period Bill Date
Edwin Garcia 152127837 May 03- Jun 02 Jun 06, 2015

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Call details

(773) 297-6519 (Continued)

Voice Call Details

Date	Time	Phone Number	Call Destination	Rate Type	Minutes Used	Total Charges
541	05/14 09:42 AM	813-299-0019	TAMPA, FL	AU	3:00	
542	05/14 09:51 AM	708-953-7999	HARVEY, IL	AU	3:00	
543	05/14 10:02 AM	708-953-7999	HARVEY, IL	AU	5:00	
544	05/14 10:07 AM	773-957-2445	CHICAGO, IL	AU	2:00	
545	05/14 10:34 AM	708-953-7999	HARVEY, IL	AU	3:00	
546	05/14 10:39 AM	708-953-7999	HARVEY, IL	AU	3:00	
547	05/14 10:55 AM	708-953-7999	Incoming	AU	7:00	
548	05/14 11:38 AM	708-953-7999	Incoming	AU	2:00	
549	05/14 11:43 AM	708-953-7999	Incoming	AU	4:00	
550	05/14 12:27 PM	708-953-7999	HARVEY, IL	AU	19:00	
551	05/14 12:29 PM	773-320-3147	Incoming	CW/AU	1:00	
552	05/14 12:48 PM	708-945-1090	ORLAND, IL	AU	1:00	
553	05/14 01:06 PM	708-600-3525	LA GRANGE, IL	AU	6:00	
554	05/14 01:14 PM	773-320-3147	CHICAGO, IL	AU	5:00	
555	05/14 01:16 PM	773-320-3147	Incoming	CW/AU	9:00	
556	05/14 01:24 PM	205-413-3083	BIRMINGHAM, AL	AU	7:00	
557	05/14 01:53 PM	773-957-2445	CHICAGO, IL	AU	2:00	
558	05/14 01:56 PM	708-953-7999	Incoming	AU	8:00	
559	05/14 02:07 PM	708-916-6212	Incoming	AU	3:00	
560	05/14 02:32 PM	312-925-2229	Incoming	AU	2:00	
561	05/14 02:48 PM	773-957-2445	Incoming	AU	1:00	
562	05/14 03:26 PM	708-600-3525	Incoming	AU	1:00	
563	05/14 03:47 PM	773-957-2445	Incoming	AU	1:00	
564	05/14 03:51 PM	708-953-7999	Incoming	AU	3:00	
565	05/14 04:05 PM	312-918-3931	CHICAGO, IL	AU	1:00	
566	05/14 04:07 PM	312-918-3931	CHICAGO, IL	AU	1:00	
567	05/14 04:09 PM	708-953-7999	HARVEY, IL	AU	1:00	
568	05/14 04:11 PM	773-440-0651	CHICAGO, IL	AU	8:00	
569	05/14 04:18 PM	708-953-7999	Incoming	CW/AU	1:00	
570	05/14 04:19 PM	708-953-7999	Incoming	CW/AU	6:00	
571	05/14 04:32 PM	773-440-0651	CHICAGO, IL	AU	1:00	
572	05/14 04:40 PM	313-373-3000	Incoming	AU	1:00	
573	05/14 04:47 PM	708-953-7999	HARVEY, IL	AU	14:00	
574	05/14 05:12 PM	708-600-3525	LA GRANGE, IL	AU	2:00	
575	05/14 05:13 PM	708-600-3525	Incoming	CW/AU	4:00	
576	05/14 05:22 PM	312-918-3931	CHICAGO, IL	AU	1:00	
577	05/14 05:36 PM	708-983-6500	Incoming	AU	3:00	
578	05/14 05:42 PM	708-351-6340	Incoming	AU	2:00	
579	05/14 05:44 PM	708-574-4197	LA GRANGE, IL	AU	1:00	
580	05/14 05:48 PM	708-574-4197	Incoming	AU	1:00	
581	05/14 05:50 PM	708-574-4197	Incoming	AU	15:00	
582	05/14 07:09 PM	312-918-3931	CHICAGO, IL	AU	1:00	
583	05/14 07:27 PM	866-316-2432	Incoming	AU	2:00	
584	05/14 07:33 PM	708-953-7999	HARVEY, IL	AU	13:00	
585	05/14 09:38 PM	708-574-4197	Incoming	NW/AU	4:00	

NortonStar Mortgage

AU - Anytime/Plan Usage CW - Call Waiting NW - Night and Weekends



Customer Account Number Bill Period Bill Date
Edwin Garcia 152127837 May 03- Jun 02 Jun 06, 2015

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Call details

(773) 297-6519 (Continued)

Voice Call Details

	Date	Time	Phone Number	Call Destination	Rate Type	Minutes Used	Total Charges
946	05/24	12:30 PM	708-600-3525	Incoming	NW/AU	6:00	
947	05/24	12:45 PM	321-662-6534	ORLANDO,FL	NW/AU	4:00	
948	05/24	01:32 PM	708-574-4197	LA GRANGE,IL	NW/AU	1:00	
949	05/24	02:00 PM	708-574-4197	Incoming	NW/AU	2:00	
950	05/24	02:32 PM	312-918-3931	CHICAGO,IL	NW/AU	1:00	
951	05/24	08:19 PM	773-746-0343	CHICAGO,IL	NW/AU	3:00	
952	05/24	08:22 PM	312-918-3931	CHICAGO,IL	NW/AU	1:00	
953	05/24	08:22 PM	708-600-3525	LA GRANGE,IL	NW/AU	5:00	
954	05/24	08:29 PM	312-918-3931	Incoming	NW/AU	1:00	
955	05/24	08:58 PM	708-369-7820	Incoming	NW/AU	1:00	
956	05/25	10:34 AM	773-563-0985	Incoming	AU	4:00	
957	05/25	10:51 AM	312-918-3931	Incoming	AU	2:00	
958	05/25	11:38 AM	Unavailable	Incoming	AU	1:00	
959	05/25	05:15 PM	773-746-0343	CHICAGO,IL	AU	3:00	
960	05/25	05:31 PM	708-574-4197	LA GRANGE,IL	AU	1:00	
961	05/25	05:33 PM	708-600-3525	LA GRANGE,IL	AU	2:00	
962	05/25	05:51 PM	224-336-2030	Incoming	AU	6:00	
963	05/25	06:57 PM	773-746-0343	CHICAGO,IL	AU	1:00	
964	05/25	07:00 PM	773-746-0343	Incoming	AU	2:00	
965	05/25	07:52 PM	866-540-3229	Toll Free Call	AU	15:00	
966	05/25	08:14 PM	Unavailable	Incoming	AU	1:00	
967	05/25	08:14 PM	312-918-3931	CHICAGO,IL	AU	1:00	
968	05/26	04:27 AM	Unavailable	Incoming	NW/AU	1:00	
969	05/26	04:53 AM	407-947-9400	ORLANDO,FL	NW/AU	1:00	
970	05/26	05:08 AM	Unavailable	Incoming	NW/AU	1:00	
971	05/26	05:41 AM	407-947-9400	ORLANDO,FL	NW/AU	2:00	
972	05/26	10:30 AM	773-746-0343	CHICAGO,IL	AU	7:00	
973	05/26	10:42 AM	708-953-7999	Incoming	AU	1:00	
974	05/26	10:46 AM	224-425-7494	ARLNGTNHTS,IL	AU	2:00	
975	05/26	11:47 AM	407-947-9400	ORLANDO,FL	AU	5:00	
976	05/26	11:55 AM	708-600-3525	LA GRANGE,IL	AU	6:00	
977	05/26	12:40 PM	708-203-2820	LA GRANGE,IL	AU	5:00	
978	05/26	12:45 PM	407-947-9400	ORLANDO,FL	AU	2:00	
979	05/26	12:47 PM	407-922-6077	KISSIMMEE,FL	AU	2:00	
980	05/26	12:47 PM	407-922-6077	Incoming	CW/AU	1:00	
981	05/26	01:12 PM	773-517-2335	CHICAGO,IL	AU	3:00	
982	05/26	01:26 PM	708-600-3525	LA GRANGE,IL	AU	2:00	
983	05/26	02:01 PM	708-277-3829	Incoming	AU	5:00	
984	05/26	02:24 PM	708-238-9932	Incoming	AU	2:00	
985	05/26	02:26 PM	708-953-7999	Incoming	AU	6:00	
986	05/26	02:33 PM	708-539-3860	Incoming	AU	1:00	
987	05/26	02:38 PM	888-811-5279	Incoming	AU	1:00	
988	05/26	03:29 PM	773-746-0343	Incoming	AU	20:00	
989	05/26	03:54 PM	407-947-9400	ORLANDO,FL	AU	1:00	
990	05/26	03:55 PM	407-947-9400	ORLANDO,FL	AU	6:00	

NAHON STAR MORTGAGE

NW - Night and Weekends AU - Anytime/Plan Usage CW - Call Waiting



Customer	Account Number	Bill Period	Bill Date
Edwin Garcia	152127837	May 03- Jun 02	Jun 06, 2015

A20 of 29**Call details****(773) 297-6519 (Continued)****Voice Call Details**

	Date	Time	Phone Number	Call Destination	Rate Type	Minutes Used	Total Charges
856	05/21	01:46 PM	708-953-7999	Incoming	AU	4:00	
857	05/21	01:50 PM	708-953-7999	HARVEY,IL	AU	2:00	
858	05/21	02:16 PM	708-953-7999	Incoming	AU	1:00	
859	05/21	03:02 PM	708-860-3552	LA GRANGE,IL	AU	2:00	
860	05/21	03:19 PM	407-351-3500	Incoming	AU	1:00	
861	05/21	03:37 PM	407-947-9400	ORLANDO,FL	AU	1:00	
862	05/21	03:43 PM	Unavailable	Incoming	AU	1:00	
863	05/21	04:15 PM	Unavailable	Incoming	AU	1:00	
864	05/21	04:21 PM	312-918-3931	CHICAGO,IL	AU	2:00	
865	05/21	04:56 PM	773-746-0343	CHICAGO,IL	AU	3:00	
866	05/21	05:08 PM	773-302-6519	Incoming	AU	2:00	
867	05/21	05:17 PM	312-818-4247	Incoming	AU	1:00	
868	05/21	05:18 PM	312-818-4247	CHICAGO,IL	AU	1:00	
869	05/21	05:39 PM	773-957-2445	CHICAGO,IL	AU	2:00	
870	05/21	07:16 PM	312-918-3931	CHICAGO,IL	AU	1:00	
871	05/21	07:16 PM	331-262-5141	AURORA,IL	AU	1:00	
872	05/21	07:22 PM	312-918-3931	CHICAGO,IL	AU	1:00	
873	05/21	07:25 PM	312-918-3931	CHICAGO,IL	AU	3:00	
874	05/21	07:34 PM	708-860-3552	Incoming	AU	5:00	
875	05/21	08:00 PM	224-409-5714	Incoming	AU	3:00	
876	05/21	08:03 PM	224-425-7494	ARLNGTNHTS,IL	AU	2:00	
877	05/21	08:23 PM	773-302-6519	CHICAGO,IL	AU	6:00	
878	05/21	08:28 PM	773-746-0343	CHICAGO,IL	AU	18:00	
879	05/22	07:34 AM	708-953-7999	HARVEY,IL	AU	44:00	
880	05/22	08:44 AM	407-947-9400	ORLANDO,FL	AU	2:00	
881	05/22	09:56 AM	708-277-3829	SUMMIT,IL	AU	2:00	
882	05/22	10:12 AM	224-409-5714	Incoming	AU	4:00	
883	05/22	10:19 AM	708-953-7999	HARVEY,IL	AU	2:00	
884	05/22	10:49 AM	773-302-6519	Incoming	AU	2:00	
885	05/22	11:03 AM	708-953-7999	HARVEY,IL	AU	3:00	
886	05/22	11:22 AM	574-201-9689	Incoming	AU	1:00	
887	05/22	11:24 AM	574-201-9689	ROCHESTER,IN	AU	3:00	
888	05/22	11:33 AM	708-953-7999	Incoming	AU	2:00	
889	05/22	11:35 AM	224-425-7494	Incoming	CW/AU	2:00	
890	05/22	11:59 AM	312-448-3116	CHICAGO,IL	AU	2:00	
891	05/22	12:04 PM	866-316-2432	Incoming	AU	1:00	
892	05/22	12:31 PM	574-201-9689	ROCHESTER,IN	AU	1:00	
893	05/22	12:32 PM	773-302-6519	CHICAGO,IL	AU	14:00	
894	05/22	01:57 PM	708-953-7999	Incoming	AU	2:00	
895	05/22	03:24 PM	773-387-0967	Incoming	AU	2:00	
896	05/22	03:46 PM	708-953-7999	HARVEY,IL	AU	11:00	
897	05/22	03:57 PM	773-387-0967	CHICAGO,IL	AU	7:00	
898	05/22	04:05 PM	773-746-0343	CHICAGO,IL	AU	7:00	
899	05/22	04:14 PM	773-387-0967	CHICAGO,IL	AU	4:00	
900	05/22	04:41 PM	708-953-7999	Incoming	AU	1:00	

NATION STAR MORTGAGE

AU - Anytime/Plan Usage CW - Call Waiting

EXHIBIT D

(1) In general.-- Of amounts made available under section 115(a) of the Emergency Economic Stabilization Act of 2008 (Public Law 110-343), \$ 15,000,000 shall be made available to the Special Inspector General, which shall be in addition to amounts otherwise made available to the Special Inspector General.

(2) Priorities.-- In utilizing funds made available under this section, the Special Inspector General shall prioritize the performance of audits or investigations of recipients of non-recourse Federal loans made under any program that is funded in whole or in part by funds appropriated under the Emergency Economic Stabilization Act of 2008, to the extent that such priority is consistent with other aspects of the mission of the Special Inspector General. Such audits or investigations shall determine the existence of any collusion between the loan recipient and the seller or originator of the asset used as loan collateral, or any other conflict of interest that may have led the loan recipient to deliberately overstate the value of the asset used as loan collateral.

(d) Rule of Construction.-- Notwithstanding any other provision of law, nothing in this section shall be construed to apply to any activity of the Federal Deposit Insurance Corporation in connection with insured depository institutions, as described in section 13(c)(2)(B) of the Federal Deposit Insurance Act.

(e) Definition.-- In this section, the term "public-private investment fund" means a financial vehicle that is--

(1) established by the Federal Government to purchase pools of loans, securities, or assets from a financial institution described in section 101(a)(1) of the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5211(a)(1)); and

[1658] (2) funded by a combination of cash or equity from private investors and funds provided by the Secretary of the Treasury or funds appropriated under the Emergency Economic Stabilization Act of 2008.

(f) Offset of Costs of Program Changes.-- Notwithstanding the amendment made by section 202(b) of this Act, paragraph (3) of section 115(a) of the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5225) is amended by inserting ", as such amount is reduced by \$ 1,259,000,000," after "\$ 700,000,000,000".

(g) Regulations.-- The Secretary of the Treasury may prescribe such regulations or other guidance as may be necessary or appropriate to define terms or carry out the authorities or purposes of this section.

(Next | Previous) **Sec. 403.**

REMOVAL OF REQUIREMENT TO LIQUIDATE WARRANTS UNDER THE TARP.

Section 111(g) of the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5221(g)) is amended by striking "shall liquidate warrants associated with such assistance at the current market price" and inserting ", at the market price, may liquidate warrants associated with such assistance".

(Next | Previous) **Sec. 404.**

NOTIFICATION OF SALE OR TRANSFER OF MORTGAGE LOANS.

(a) In General.-- Section 131 of the Truth in Lending Act (15 U.S.C. 1641) is amended by adding at the end the following:

"(g) Notice of New Creditor.--

"(1) In general.-- In addition to other disclosures required by this title, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including--

"(A) the identity, address, telephone number of the new creditor;

"(B) the date of transfer;

"(C) how to reach an agent or party having authority to act on behalf of the new creditor;

"(D) the location of the place where transfer of ownership of the debt is recorded; and

"(E) any other relevant information regarding the new creditor.

"(2) **Definition.**-- As used in this subsection, the term 'mortgage loan' means any consumer credit transaction that is secured by the principal dwelling of a consumer."

(b) Private Right of Action.-- Section 130(a) of the Truth in Lending Act (15 U.S.C. 1640(a)) is amended by inserting "subsection (f) or (g) of section 131," after "section 125,".

TITLE V--FARM LOAN RESTRUCTURING

(Next | Previous) **Sec. 501.**

CONGRESSIONAL OVERSIGHT PANEL SPECIAL REPORT.

Section 125(b) of the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5233(b)) is amended by adding at the end the following:

[1659] "(3) Special report on farm loan restructuring.-- Not later than 60 days after the date of enactment of this paragraph, the Oversight Panel shall submit a special report on farm loan restructuring that--

"(A) analyzes the state of the commercial farm credit markets and the use of loan restructuring as an alternative to foreclosure by recipients of financial assistance under the Troubled Asset Relief Program; and

"(B) includes an examination of and recommendation on the different methods for farm loan restructuring that could be used as part of a foreclosure mitigation program for farm loans made by recipients of financial assistance under the Troubled Asset Relief Program, including any programs for direct loan restructuring or modification carried out by the Farm Service Agency of the Department of Agriculture, the farm credit system, and the Making Home Affordable Program of the Department of the Treasury."

(Next | Previous) **TITLE VI--**

ENHANCED OVERSIGHT OF THE TROUBLED ASSET RELIEF PROGRAM

(Next | Previous) **Sec. 601.**

ENHANCED OVERSIGHT OF THE TROUBLED ASSET RELIEF PROGRAM.

Section 116 of the Emergency Economic Stabilization Act of 2008 (12 U.S.C. 5226) is amended--

(1) in subsection (a)(1)(A)--

(A) in clause (iii), by striking "and" at the end;

(B) in clause (iv), by striking the period at the end and inserting "; and"; and

(C) by adding at the end the following:

"(v) public accountability for the exercise of such authority, including with respect to actions taken by those entities participating in programs established under this Act."; and

(2) in subsection (a)(2)--

(A) by redesignating subparagraph (C) as subparagraph (F); and

(B) by striking subparagraphs (A) and (B) and inserting the following:

"**(A) Definition.**-- In this paragraph, the term 'governmental unit' has the meaning given under section 101(27) of title 11, United States Code, and does not include any insured depository institution as defined under section 3 of the Federal Deposit Insurance Act (12 U.S.C. 8113).

Buried in The Helping Families Save Their Homes Act of 2009, which the President signed into law in 2009, is an amendment to the Truth in Lending Act (TILA) that calls for a notice to the consumer when a 'mortgage loan' is transferred or assigned. The provision appears to be effective immediately, and violations are subject to TILA liability.

The text of the provision follows:

SEC. 404. NOTIFICATION OF SALE OR TRANSFER OF MORTGAGE LOANS. (a) **IN GENERAL.**—Section 131 of the Truth in Lending Act (15 U.S.C. 1641) is amended by adding at the end the following:

NOTICE OF NEW CREDITOR.—“(1) **IN GENERAL.**—In addition to other disclosures required by this title, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—

- (A) the identity, address, telephone number of the new creditor;
- (B) the date of transfer;
- (C) how to reach an agent or party having authority to act on behalf of the new creditor;
- (D) the location of the place where transfer of ownership of the debt is recorded; and
- (E) any other relevant information regarding the new creditor.

(2) **DEFINITION.**—As used in this subsection, the term ‘mortgage loan’ means any consumer credit transaction that is secured by the principal dwelling of a consumer.”.

(b) **PRIVATE RIGHT OF ACTION.**—Section 130(a) of the Truth in Lending Act (15 U.S.C. 1640(a)) is amended by inserting “subsection (f) or (g) of section 131,” after “section 125,”.

CERTIFICATE OF SERVICE

I do hereby certify that I have on June 22, 2015 served a copy of the foregoing
COMPLAINT TO NATIONSTAR MORTGAGE LLC which has been filed with the
Clerk of the United States District Court for the Northern District of Illinois.

NATIONSTAR MORTGAGE LLC
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